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SC PUBLIC SERVICE COMMISSION

April 11, 2006

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
101 Executive Center Dr., Suite 100
Columbia, SC 29210

RE: Certification Application for NationsLine South, Inc.

Dear Mr. Terreni:

Enclosed please find an original and ten copies of the application, with exhibits, of NationsLine South Inc. for a certificate to provide competitive local exchange services in the state of South Carolina.

Please also find confidential Exhibit E, which was been submitted under seal in a separate envelope, along with a Motion for Confidential Treatment, which has been filed pursuant to Commission Order No. 2005-226. NationsLine respectfully requests that the information contained in the sealed envelope be given confidential treatment and that it not be made part of the public record or otherwise disclosed to the public. All pages of the submitted exhibit have been clearly marked "confidential," in conformity with the Commissions instructions in Order No. 2005-226.

We look forward to assisting you in any way possible with this application, and will provide whatever information your office may require. Please feel free to contact me at (540) 444-2169, or sathanson@nationsline.com. Thank you for your attention to this matter.

Very Truly Yours,

Stephen Athanson
General Counsel
NationsLine South, Inc.

Enc.

**STATE OF SOUTH CAROLINA
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of the Application of)
)
NATIONSLINE SOUTH, INC.)
)
for a Certificate of Public Convenience)
and Necessity to Provide Competitive)
Local Exchange and Resold)
Interexchange Telecommunications)
Services in the State of South Carolina,)
and for Flexible Regulation)**

Docket No. 2006-110-C

RECEIVED
2006 APR 12 AM 9:03
SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

APPLICATION OF NATIONSLINE SOUTH, INC.

NationsLine South Inc. ("NationsLine," "Applicant" or "Company"), by its undersigned counsel, and pursuant to the Code of Laws of South Carolina Section 58-9-280 and the South Carolina Code of Regulations 103-600, *et seq.*, and all relevant rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity to provide basic local exchange service and resold interexchange service in the state of South Carolina. The Applicant also requests flexible regulation for its local exchange telecommunications services as the Commission first granted in Order No. 98-165 in Docket No. 97-467-C. Applicant further requests, pursuant to R. 103-601(3) of the Commission's Rules, that the Commission waive application to it of certain Commission rules, as outlined herein. NationsLine's Application seeking entry into the South Carolina telecommunications market is in the public interest because it will provide South Carolina customers with an enhanced range of telecommunications services, increase customer choice, encourage carriers to provide more efficient service at lower prices, provide users with greater reliability, and create

competitive pressure on carriers on carriers to provide more responsive customer service. NationsLine respectfully submits that its entry will bolster competition for the provision of local telecommunications services, which is essential to the State's continued economic health and well being.

I. CORPORATE INFORMATION

The Applicants full name is NationsLine South, Inc. NationsLine is a privately held corporation duly organized and existing under and by virtue of the laws of the State of Virginia, and it's headquarters are located at 3435 Chip Drive, Roanoke, VA 24012. Applicants principal officers, located at the same address are:

Norman D. Mason, President

Stephen Athanson, Secretary

The Company was formed on March 19, 2004. Its telephone number is (540) 265-2555. NationsLine was organized to provide both domestic and international telecommunications services to customers in the State of South Carolina and other states in the southeast United States. A copy of NationsLine's Articles of Incorporation is appended as **Exhibit A** to the application.

Applicant has been duly authorized by the Secretary of the State of South Carolina to transact business as a foreign entity. A copy of NationsLine's Certificate of Authority is appended as **Exhibit B** to the application.

The name and address of the Company's registered agent in South Carolina for service of process is:

NRAI, Inc.

2 Office Park Court, Suite 103
Columbia, South Carolina 29223

II. DESIGNATED CONTACTS

The designated contact for this Application is:

Stephen Athanson
PO Box 11845
Roanoke VA 24022-1845
Telephone: (540) 444-2169
Facsimile: (540) 444-2133
E-Mail: sathanson@nationsline.com

Copies of all correspondence, notices, inquiries and orders relating to tariffs,
pricing issues, consumer issues or billing issues should be sent to

Debra Waller
PO Box 11845
Roanoke VA 24022-1845
Telephone: (540) 444-2146
Facsimile: (540) 444-2133
E-Mail: dwaller@nationsline.com

Copies of all correspondence, notices, inquiries and orders relating to customer
complaints should be sent to

Crystal Lucas
PO Box 11845
Roanoke VA 24022-1845
Telephone: (540) 265-2555
Facsimile: (540) 265-7742
E-Mail: clucas@nationsline.com

III. DESCRIPTION OF SERVICE OFFERINGS AND AUTHORITY REQUESTED

A. Description or Identification of Geographic Area for Which License Is Sought

NationsLine seeks a license to provide basic local exchange service in the zone and exchange areas where BellSouth, Sprint, Comporium and AllTel are the incumbent carriers.

NationsLine will serve the zones and exchanges as mapped and described by the incumbent carriers. The local calling area for NationsLine's customers will be at least the same, if not greater than, the incumbent carriers' existing calling areas. Therefore, NationsLine's customers will have at least the same, if not larger, local calling area as if they remained customers of the incumbent carriers.

NationsLine intends to mirror the map and legal description sections of the tariffs filed by the incumbent carriers for the zones and exchanges the Company proposes to serve. NationsLine understands that any future modifications to these zone and exchange boundaries or legal descriptions of these boundaries will automatically mirrored by NationsLine on a going forward basis. If not mirrored, new detailed maps and legal descriptions, on an individual exchange basis, will be filed with the Commission for approval.

B. Description of Services To Be Offered

Pursuant to this Application, NationsLine seeks to offer and provide all forms of basic local exchange telecommunications services to customers in the State of South Carolina, including:

- Basic residential exchange services (local exchange flat rate, operator access);
- Basic business exchange services;
- Business and residential ancillary services (9-1-1, E-9-1-1, 4-1-1, relay service, directory listing, directory assistance, etc.);
- Assignment of new numbers;
- Number portability;
- AIN provided features;
- Interfaces to local exchange carriers' switches

NationsLine will utilize its own switches in the provision of service to its customers. NationsLine will also secure collocation in the central offices of the incumbent local exchange carriers ("ILECs"), and will purchase unbundled loops from the ILEC. In addition to the above-listed local exchange services and in conformity with the regulations of the Commission, NationsLine, either directly or through arrangements with other service providers, will offer access to the following services: dual-party relay service for the hearing and speech-impaired; local emergency services, including 911 services established by local authorities; basic local operator services; basic local directory assistance; equal access to intraLATA and interLATA interexchange carriers, consistent with the rules and regulations of the Federal Communications Commission ("FCC"); and one (1) standard white pages directory listing.

NationsLine will bill all of its end users directly. NationsLine does not intend to use a billing agent in issuing bills for services, or a "billing clearinghouse," or other outside entity to issue bills. All bills sent to end users will bear the Company name and provide a toll free number for customer inquiries and complaints. The toll free number

for customers to contact NationsLine with billing and service issues is (866) 262-4114. Customers may also request assistance online at the Company website, which is <http://www.nationsline.com>. Email addresses and contact phone numbers are listed at <http://www.nationsline.com/contact/contact.aspx>.

The Applicant has attached its proposed tariff as **Exhibit C**.

IV. QUALIFICATIONS OF APPLICANT

A. Managerial and Technical Qualifications

NationsLine possesses the technical and managerial expertise and experience necessary to provide the services it proposes herein. In support of its application, NationsLine submits the following information to demonstrate that it has sufficient managerial and technological telecommunications experience and expertise, as well as the financial stability adequate to ensure its provision of basic local exchange telecommunications services within the State of South Carolina.

NationsLine is managerially and technically qualified to operate as a provider of resold and facilities-based local exchange services and resold interexchange telecommunications services in South Carolina, as demonstrated by the executive profiles of NationsLine's management team attached as **Exhibit D** to the Application. Each member of NationsLine's management team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that NationsLine is managed and operated efficiently and profitably.

NationsLine South Inc. currently has a certificate to provide telecommunications services in Tennessee. NationsLine South Inc. has an application pending for a

certificate in Georgia. Related NationsLine companies have certificates to offer services in Maryland, New Jersey, Virginia, Delaware, the District of Columbia, Michigan, Pennsylvania, New York, North Carolina, Florida, Texas, Kentucky, Colorado, and Ohio. NationsLine has not been denied any requested authority to provide telecommunications services in any state, nor has NationsLine had its authorization to provide telecommunications services revoked in any state. NationsLine has never been cited, sanctioned or investigated by any state or federal regulatory authority.

B. Financial Qualifications

NationsLine also possesses the necessary financial resources to provide the basic local exchange telecommunications services identified in this Application. The Company does not intend at this time to construct facilities in the state of South Carolina, but will utilize some switching facilities located in other states for long distance service. NationsLine will be financed initially by ABC Television and Appliance Rental Inc. (“ABC”), which is under common ownership with NationsLine South, Inc. ABC has the necessary financial resources to provide the telecommunications services described in this Statement, and to finance NationsLine’s operations in order to ensure the continued provision of these services in South Carolina. (**Exhibit E** is ABC’s Balance Sheet, Profit and Loss Statement, and Cash Flow Statement and a Letter of Guarantee, which are being filed with this Application, which contain confidential financial information and are filed under seal and may not be publicly disclosed.)

NationsLine has not yet begun service offerings in any state, and therefore has no financial statements of its own available for submission to the Commission. Projected financial statements for NationsLine have been included in **Exhibit E**.

As demonstrated in the Cash Flow statement, NationsLine has access to ample working capital, provided through privately-placed venture capital investment, to fund the operation of NationsLine's service in South Carolina, and to meet any obligations associated with its provision of local exchange services in South Carolina. This capital will enable NationsLine to meet its working capital requirements in South Carolina for the foreseeable future.

NationsLine is a privately-held corporation. Accordingly, its financial statements are not public information. NationsLine and ABC respectfully request that the its financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's review.

V. REQUESTED REGULATORY TREATMENT AND WAIVERS

NationsLine will offer basic local exchange telecommunications service as a separate and distinct service in accordance with applicable law. NationsLine will give consideration to equitable access for all in South Carolina, regardless of where they might reside or their income, to affordable telecommunications services in the Company's proposed service area, in accordance with applicable law. NationsLine hereby agrees to comply with all applicable Commission Orders, rules and regulations, and is willing to meet all relevant service standards, including but not limited to, billing, quality of

service, and tariff filing and maintenance. The Applicant requests that it be subject to the same streamlined regulatory treatment applicable to other competitive carriers.

Applicant requests a waiver of the requirement of Rule 103-631 to publish and distribute local directories. Applicant will enter into an agreement with carriers and their directory publishing affiliates to include the names of its customers in their directories.

Applicant requests, pursuant to Rule 103-610, that it be allowed to keep all records required under the rules at its principal offices.

Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its books and records to conformance with the Uniform System of Accounts (“USOA”). The USOA was developed by the Federal Communications Commission as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore requests Commission approval for the applicant to maintain its books in accordance with Generally Accepted Accounting Principles.

Applicant requests that it be granted a waiver of Commission Rule 103-612.2.3, which require that operating maps be filed with the Commission. As stated above, the Applicant will operate within the service areas of the incumbent local exchange carriers.

Applicant requests flexible regulation for its telecommunications services as the Commission granted in Order No 98-165 in Docket No. 97-467-C. Specifically, Applicant requests that the Commission: a) adopt for local exchange services a competitive rate structure incorporating maximum rate levels with flexibility for rate adjustment below the maximum rate levels; and b) presume that Applicant’s tariff filings for local exchange services be valid upon filing, subject to the Commission’s authority,

within thirty (30) days, to institute an investigation of such filings. At the discretion of the Commission such filings may be suspended pending further order of the Commission and any such filings may be subject to the same monitoring process as the Commission applies to other, similarly situated carriers.

The Applicant respectfully requests that this petition be given expedited consideration.

VI. PUBLIC INTEREST

NationsLine submits that approval of this Application is in the public interest because NationsLine is qualified technically, managerially, and financially to serve the South Carolina public as a facilities-based and resold local exchange carrier. Moreover, permitting NationsLine to provide the services described in this Application will expand local service options for customers in South Carolina, and will increase competition in South Carolina by expanding the diversity of suppliers and competition within the local exchange telecommunications market without any adverse impact on the Commission's goals of universal service and affordable telecommunications services for the residents of South Carolina.

NationsLine's participation in the market for local exchange telecommunications services in South Carolina will promote consumer choice by expanding the availability of innovative, high quality, reliable and competitively-priced telecommunications services. Approval of this Application also is likely to compel other local telecommunications providers to improve their existing services, increase the quality and efficiency of their operations, and introduce innovative new services of their own. The addition of

NationsLine to the South Carolina telecommunications market makes it probable that consumers of telecommunications services in South Carolina will receive the benefits of downward pressure on prices, improved customer responsiveness, and access to increasingly advanced telecommunications technology. Further, NationsLine's provision of basic local exchange service to the business public in South Carolina is consistent with the legislative goals set forth in the 1996 Telecommunications Act.

WHEREFORE, NationsLine respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity to provide basic local exchange and interexchange telecommunication services in South Carolina.

Respectfully submitted,
NATIONSLINE SOUTH, INC.

A handwritten signature in black ink, appearing to read 'Stephen Athanson', is written over a horizontal line.

Stephen Athanson
NationsLine South, Inc.
PO Box 11845
Roanoke, VA 24022-1845
(540) 444-2169 (Telephone)
(540) 444-2133 (Fax)

**STATE OF SOUTH CAROLINA
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of the Application of)
)
NATIONSLINE SOUTH, INC.)
)
for Authority to Provide Competitive)
Local Exchange and Resold)
Interexchange Telecommunications)
Services in the State of South Carolina,)
and for Flexible Regulation)**

Docket No. 2006-110-C

**NATIONSLINE SOUTH, INC.'S MOTION FOR
PROTECTIVE TREATMENT OF FINANCIAL STATEMENTS**

NationsLine South, Inc. (the "Applicant" or "NationsLine"), pursuant to S.C. Code Ann § 39-8-10, *et seq.*, Commission Rule 103-800, *et seq.*, and Commission Order No. 2005-226, hereby moves the Commission to treat as confidential Trade Secrets the financial statements that were filed as **Exhibit E**, under seal, with the Company's Application in the above captioned docket. The Applicant does not seek confidential treatment of any other information in the application, or any information which may be submitted in connection with its annual reports to the Commission, or any other filings made after certification is granted.

Description of Confidential Information

An Applicant for a Certificate of Public Convenience and Necessity is required under S.C. Code Ann. Section 58-9-280 to demonstrate its financial fitness to provide service through the submission of financial statements and projections to the Commission. Because the Applicant has not yet begun business operations, and it does not have a financial history of its own, the Applicant has filed with its financial exhibits a Letter of Guarantee from ABC Television and Appliance Rental Inc. ("ABC"), which is a

corporation in the rent-to-own business, under common ownership with the Applicant. To demonstrate the ability of ABC to make such a guarantee, ABC has submitted its own financial statements. Other than demonstrating the financial fitness of ABC, these financial statements are irrelevant to any matter within the Commission's jurisdiction, as ABC is not participant in any of the industries regulated by the Commission.

Grounds for Claim of Confidentiality

S.C. Code Ann. Section 30-4-40(a)(1) states that matters to be excluded from the South Carolina Freedom of information act include Trade secrets, which are defined as follows:

“unpatented, secret, commercially valuable plans, appliances, formulas, or processes...Trade secrets also include, for those public bodies who market services or products in competition with others, feasibility, planning, and marketing studies, marine terminal service and nontariff agreements, and evaluations and other materials which contain references to potential customers, competitive information, or evaluation.”

Under S.C. Code Ann § 39-8-20, the term "Trade secret" is defined as follows:

(a) information including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system, or process, design, prototype, procedure, or code that:

(i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain economic value from its disclosure or use, and

(ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

NationsLine is a nonpublic company, and is therefore not presently required to submit financial information which may be publicly disclosed, except as required by annual report filings in the states where it has been granted a CPCN. Those filings,

however, do not include the financial projection information, or the financial documents of its financial backer, ABC Television and Appliance Rental Inc.

The information submitted in Exhibit E includes confidential and commercially sensitive information concerning both NationsLine and ABC from which their competitors may derive economic value. The Applicant and ABC derive independent economic value from the fact that significant, detailed and proprietary information concerning its financial structure and current financing activities are unknown to their competitors. The public disclosure of information concerning NationsLine's financial projections, overhead, profit and resources could harm NationsLine in its competition with the incumbent local exchange carriers ("ILECs") in South Carolina as well as the competitive local exchange carriers "CLECs" which are already operating in the state. This would be particularly damaging in light of the current telecommunications environment, which is increasingly competitive due to the entrance of CLECs, and the proliferation of wireless and Voice Over Internet Protocol (VOIP) service. The public disclosure of the information provided by ABC could provide its competitors in the rent-to-own business an unfair and undeserved competitive advantage.

NationsLine has also taken steps to ensure the continued confidentiality of the financial information. NationsLine requested protective treatment of this and related information in its applications before the Tennessee Regulatory Authority and the Georgia Public Service Commission. Related NationsLine companies have requested confidential treatment of financial information in every state where they have applied for CPCN authority. Such confidential treatment has never been denied by any other Commission. The application for protective treatment of its financial information and

projections is standard practice by non-public companies seeking CPCN authorization in virtually every state that requires such information as part of the application.

Furthermore, under Rule 103-804(y)(1) applications to the Commission are generally considered within the definition of “Public Record.” However, Rule 103-804(y)(2) exempts from the definition of public records “any information specifically exempted by statute or Commission order.” The Commission therefore has the authority to treat information as confidential when adequate cause has been shown. Such treatment is specifically contemplated by Commission Order No. 2005-226.

Scope of Confidentiality

The Applicant seeks confidential for the financial statements submitted in connection with the Application only, and does not seek confidential treatment for any financial information filed in connection with annual reports to the Commission such as gross receipts and universal service fund filings, or any other filing which would occur after certification has been granted. The information disclosed in the annual filings is a matter of public concern in the collection of taxes and the administration of the universal service fund. Furthermore, the annual filings are disclosures which are required of all companies, and therefore no particular company derives an unfair advantage from the disclosure requirement.

Conclusion

WHEREFORE, NationsLine South Inc., respectfully requests that the Commission grant this motion for Protective treatment with respect to the projected financial statements attached as Exhibit E to its Application for a Certificate of Public

Convenience and Necessity to Provide Competitive Local Exchange and Resold
Interexchange Telecommunications Services in the State of South Carolina and for
Flexible Regulation, and filed under seal and marked as Confidential in this proceeding.

Respectfully submitted,
NATIONSLINE SOUTH, INC.



Stephen Athanson
NationsLine South, Inc.
PO Box 11845
Roanoke, VA 24022-1845
(540) 444-2169 (Telephone)
(540) 444-2133 (Fax)

Exhibit A

Articles of Incorporation

ARTICLES OF INCORPORATION
OF
NATIONSLine SOUTH, INC.

I, the undersigned incorporator, do hereby form a stock corporation under the provisions of chapter 9, Title 13.1 of the 1950 Code of Virginia, as amended, and to that end, set forth the following:

1. The name of the corporation shall be NationsLine South, Inc.
2. This corporation is organized for the following purposes:
 - g. To provide telephone services. The Corporation will conduct business as a public service company in accordance with Section 13.1-620(D) of the Code of Virginia, will apply to the Commission for a certificate of public convenience and necessity to provide telephone service in the Commonwealth of Virginia, and elsewhere, and will enter into interconnection agreements with incumbent local exchange carriers in the Commonwealth of Virginia to use a public switched network. The corporation intends to resell telephone service to consumers in the Commonwealth of Virginia and elsewhere.
 - b. To transact any and all lawful business, not required to be specifically stated herein for which corporations may be incorporated under the laws of Virginia, and to have and enjoy all the general powers accorded to corporations by the laws of the Commonwealth of Virginia or by the laws of any other state or territory in which this corporation may do business, as now existing or hereafter noted.
3. The corporation shall have authority to issue up to 1000 shares of the common stock, each such share to have a par value of \$1.00. Each share of the common stock shall be entitled to one (1) vote and shall be without any preemptive rights.
4. The post office address of the initial registered office shall be 3435 Chip Drive, Roanoke, VA 24012, in the City of Roanoke, and the initial registered agent at that address is Stephen W. Athanson who is a resident of the State of Virginia, whose business address is identical with the registered office, and who is a member of the Virginia State Bar.
5. The initial Board of Directors shall consist of two and the names and addresses of the initial directors are as follows:

Name	Address
Steve Fralin	P.O. Box 13287, Roanoke, VA 24032-3287
Stephen Athanson	P.O. Box 13287, Roanoke, VA 24032-3287

6. The corporation shall indemnify each director and officer against liabilities (including judgments and fines and reasonable attorney's fees, costs and expenses) incurred by them in connection with any actual or threatened action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (any of which is hereinafter referred to as a "proceeding") to which they may be made a party by reason of his being or having been a director or officer of the corporation, except in relation to any proceeding in which they have been adjudged liable because of willful misconduct, bad faith or gross negligence involved in the conduct of their office or, in relation to any criminal proceeding, in which they had reasonable cause to believe his conduct was unlawful (any of which behavior is hereinafter referred to as "misfeasance"). In the event of the disposition of any proceeding in which no determination of misfeasance has been made, such indemnity shall be conditioned upon a prior determination that the director or officer acted in good faith and without misfeasance, and that such payments or obligations are reasonable.

Such determination shall be made (i) by the Board of Directors by a majority vote of quorum consisting of directors who were not parties to such proceeding, (ii) by independent legal counsel in a written opinion if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, or (iii) by the stockholders. Directors eligible to make any such determination or to refer any such determination to independent legal counsel must act with reasonable promptness when indemnification is sought by any director or officer.

Expenses incurred in defending any proceeding may be paid by the corporation in advance of the final disposition of such proceeding, if authorized in the manner set forth in the preceding paragraph, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that they are entitled to indemnification. Every reference herein to director or officer shall include every director or officer or former director or officer of the corporation and every person who may have served at the request of the corporation or one of its subsidiaries as a director or officer or in a similar capacity of another corporation, partnership, joint venture, trust or other enterprise and, in all such cases, the heirs, executors and administrators of such office or director.

The corporation may further indemnify each officer and director in any other manner permitted by law, and shall so indemnify them if directed to do so by the stockholders.

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation this day of March 16, 2004.



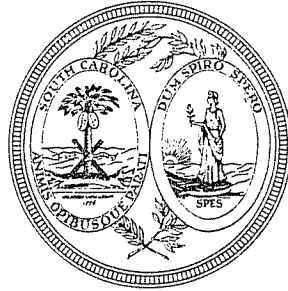
(SEAL)

Stephen Athanson, incorporator

Exhibit B

Certificate of Authority

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

NATIONSLINE SOUTH, INC.,
a corporation duly organized under the laws of the state of **VIRGINIA** and issued a certificate of authority to transact business in South Carolina on **March 8th, 2006**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
8th day of March, 2006.

A handwritten signature in cursive script that reads "Mark Hammond".
Mark Hammond, Secretary of State

Exhibit C

Proposed Tariff

Competitive Local Services

**RULES AND REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

NATIONSLINE SOUTH, INC.

WITHIN THE STATE OF SOUTH CAROLINA

This tariff contains the descriptions, regulations, and rates applicable to the provisioning of local exchange telecommunications services provided by NationsLine South, Inc, with principal offices located at 3435 Chip Drive, NE, Roanoke, VA 24012 for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service commission and can be viewed on the Company's website: www.nationsline.com. Copies may be ordered by calling 1-888-477-1224, copies are mailed without charge to consumers.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title Page	Original		
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

*New/Revised this issue

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

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ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- D - Deleted or Discontinued Material
- I - Change Resulting in a Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting in a Rate Reduction
- T - Change in text only, No change in rate

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

APPLICATION OF TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishings of local residential telecommunications Service using resale and/or using it own facilities by NationsLine South, Inc. to customers within State of South Carolina.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For Example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence – There are various levels of paragraph coding with each level of coding being subservient to its next higher level of coding.
2.
2.1.
2.1.1.
2.1.1.A
2.1.1.A.1.
2.1.1.A.1. (a)
- D. Check Sheet – When a Tariff filing is made with the Commission, an updated check sheet will accompany the Tariff filing. The check sheet lists the sheets contained in the Tariff; with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: April 12, 2006**EFFECTIVE:** May 15, 2006**ISSUED BY:** Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

SECTION 1: DEFINITIONS

1.1 Definitions:

Advance Payment – Payment of all or part of a charge is required before the start of service

Authorized User – A person, firm, corporation, or other entity authorized by the Customer to receive or send communications

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the Switch hook or hanging up the phone and being rung back by the caller.

Commission – The South Carolina Public Service Commission

Company - NationsLine South, Inc.

Customer – The Person, firm Corporation, or other entity that orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Exchange Company – Any individual, partnership, association, non-stock Company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis (ICB) – A service arrangement in which the regulations, rate, and charges are developed based on the specific circumstances of the Customer's situation.

Joint User – A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company by the Company, and to whom a portion of the charge for such facilities is billed under a joint use arrangement.

LATA – a local access and transport are established pursuant to the Modification of Final Judgment entered by the United States District court for the District of Columbia in Civil Action No.82-0192 for the provision and administration of communications services.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
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SECTION 1: DEFINITIONS(con't)

Local Calling – A completed call or telephonic communication between a calling station and any other station within the local service area of the calling Station.

Local Exchange Company-A Company that furnishes exchange telephone service

Message Toll Service- Provides the Customer with the ability to originate a call between points within a Local Access and Transport Area

Non-Recurring Charges – The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Presubscription – presubscription is an arrangement whereby an end user may select and then designate to a Local Exchange Company an interexchange Company (IC) to access, without an access code, for interlata call. This IC is referred to as the end user's predestinated IC

Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date – the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service, The parties may mutually agree on a substitute Service Commencement Date.

Service Order – The written request for local exchange services executed by the Customer and the Company in a form specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services – The telecommunications services offered by the Company

Station – Telephone equipment from or to which calls are placed.

Trunk – A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User – A Customer or any other person authorized by the Customer to use service provided under this tariff.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
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Competitive Local Services

SECTION 2: REGULATIONS**2. Regulations****2.1 Undertaking the Company****2.1.1 Scope**

The Company undertakes to furnish local residential service using resale and/or UNE-P under the terms of this tariff. Service is available 24 hours a day, seven days a week.

The Company is responsible only for the services provided under this tariff, and it assumes no responsibility for any service or facilities provided by any other entity.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities, and is limited to the capacity of the underlying Company(s).

2.1.3 Terms and conditions

2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after the close of business on the last day to pay as printed on the most recent shut-off notice or by giving five days prior written notice that service will be discontinued. All calculations of dates set forth in this tariff shall be based on calendar days.

2.1.3.B Customers may be required to enter into written service agreement or service order that will contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

ISSUED: April 12, 2006**EFFECTIVE:** May 15, 2006

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NationsLine South, Inc.
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SECTION 2: REGULATIONS (con't)

2.1 Undertaking of the Company (con't)

2.1.3 Terms and Conditions (con't)

2.1.3.C At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination of the term of the Agreement shall survive such termination.

2.1.3.D This tariff shall interpreted and governed by the laws of the State of South Carolina.

2.1.3.E Another telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.G The Customer agrees to operate any Company-provided equipment in accordance with instruction of the Company or the Companies agent. Failure to do so will void Company liability for interruption or service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.H, below.

2.1.3.H The Customer agrees to return any Company-provided equipment within five (5) days of termination of the service for which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

SECTION 2: REGULATIONS (con't)**2.1 Undertaking of the Company (cont)****2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omission, interruption, delays, errors, or other defects, representations, or use of these services, or arising out of the failure to furnish the service, whether caused by acts of commission or omission, will be limited to the extension of allowances for interruption. The extension of such allowances for interruption will be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company will not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company will not be liable for any failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or material; or strikes; lockouts; work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers, facilities or equipment used for or with the services the Company offers.

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EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
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SECTION 2: REGULATIONS (con't)

2.1 Undertaking of the Company (cont)

2.1.4 Liability of the Company

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor(s).

2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claims to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.

2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishings of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays include, but not be limited to, delays in obtaining the necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence

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3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 2: REGULATIONS (con't)

2.1 Undertaking of the Company (cont)

2.1.4 Liabilities of the Company (cont)

2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission for Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's service.

2.1.4.12 The Company shall not incur any liability, direct or indirect to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the "9-1-1".

2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, UNLESS THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2: REGULATIONS (con't)**2.1 Undertaking of the Company (cont)****2.1.5 Emergency Number 911 Service:**

.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owed by the Customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delays, errors or other defects in the provision of service or installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service

.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone number, address or name associated with the telephone number used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

.3 When a Customer with a nonpublished number, as defined herein places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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NationsLine South, Inc.
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SECTION 2: REGULATIONS (con't)**2.1 Undertaking of the Company (cont)****2.1.6 Equipment and Facilities**

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communication equipment. More specifically, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling, where such signaling is performed by Customer provided network control signaling equipment.
- (d) The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facility additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting in cable damage, notification to the Customer may not be possible.

2.1.7 Wiring

2.1.7.A The Company is responsible for the installation, maintenance and repair of wiring to the minimum point of entry (usually the NID).

2.1.7.B The Customer is responsible for the installation, maintenance and repair of wiring from the NID to the jack, commonly called inside wiring.

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SECTION 2: REGULATIONS (con't)

2.1 Undertaking of the Company (cont)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the underlying facilities provider.

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications Service. Under the rules of the Telecommunications Service Priority System, The Local Exchange Company is authorized and require to provide and restore services with Telecommunications Service priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services will be in compliance with Part 64, Appendix A, of the Federal communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained as required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2: REGULATIONS (con't)

2.3 Obligations of the Customer

2.3.1 General

The Customer will be responsible for:

- (a) the payment of all applicable charges, either non-recurring and/or recurring, pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, any Company equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer will be subrogated to the Company's right of recovery of damages to the extent of such payment.

2.3.2 Claims

With respect to any service provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, action, damages, liabilities, cost and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, any employee or invitee of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any propriety or intellectual property right of any third part, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
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SECTION 2: REGULATIONS (con't)**2.4 Customer Equipment and Channels**

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with this tariff and applicable law.

2.5 Payment Arrangements**2.5.1 Payment for Service**

2.5.1.1 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after a statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. It and entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

2.5.1.2 Taxes The Customer is responsible for the payment of any sales, use gross receipt, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any tax imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.3 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular states' receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of , and measured by, the gross receipt of revenues of the Company in that state and for payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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SECTION 2: REGULATIONS(con't)

2.5 Payment for Service

2.5.2 Billing and Collection of Charges

2.5.2.1 Services are billed monthly on one of two billing cycles. Bills are due and payable on the due date specified on the bill local service, all taxes and fees will be part of the monthly bill. In addition, charges for the following may be assessed:

2.5.2.1.1 Pay per use features, directory assistance charges, local usage charges and additional long distance usage will be post billed.

2.5.2.1.2 Charges for returned checks, changes, transfers, reconnection fees, and other nonrecurring charges as specified in this tariff.

2.5.3 Disputed Bills

2.5.3.1 The Customer shall notify the Company of any disputed items on a bill either orally or in writing. Any undisputed portion of a bill must be paid prior to its due date. If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct.

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SECTION 2: REGULATIONS(con't)

2.5 Payment Arrangements (cont)

2.5.3 Disputed Bills (cont)

2.5.3.2 In the case of a billing dispute between the user and the Company for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

1. First, the user may request, the Company will provide and in-depth review of the disputed amount
2. Second, if there is still a disagreement about the disputed amount after the investigation and review by manager of the Company, the user may file an appropriate complaint with the commission. The Commission's address is:

South Carolina Public Service Commission
Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210
Ph: (803) 737-5100 or
1-800-922-15311

2.5.3.3 The date of the dispute shall be the date on which the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.3.4 Undisputed charges must be timely paid to avoid late fees and suspension for nonpayment of the undisputed amount.

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SECTION 2: REGULATIONS(con't)

2.5 Payment Arrangements (cont)

2.5.4 Advance Payments

2.5.4.3 Advances payment maybe required prior to the connection of service. The Advance Payment will not exceed and amount equal to the non-recurring charge(s) and one month's charges for the service.

2.5.4.4 Where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer on an individual case bases. The advance payment will be credited to the Customer's initial bill.

2.5.5 Deposits

The Company does not require deposits.

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EFFECTIVE: May 15, 2006

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SECTION 2: REGULATIONS(con't)

2.5 Payment arrangements (cont)

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with the rules of this commission, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving requisite prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.4 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend without incurring any liability.

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SECTION 2: REGULATIONS(con't)

2.5 Payment Arrangements (cont)

2.5.6 Discontinuance of Service (cont)

2.5.6.5 The Company may immediately deny or discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability if:

- (a) Deleted the Company does not do credit checks.
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, past or current use of the Company's services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid payment, either is whole or in part, of the charge for the service by:
 - Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - Any other fraudulent means or devices; or
 - Use of service in such a manner as to interfere with the service of other users; or
 - Use of service for unlawful purposes.

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SECTION 2: REGULATIONS(con't)

2.5 Payment Arrangements (cont)

- 2.5.6.6 Immediately upon written notice to the Customer of any sum thirty (30) days past due; or
- 2.5.6.7 Upon ten (10) days written notice to the Customer , after failure of the Customer to comply with a request made by the Company for security for the payment of service; or
- 2.5.6.8 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
- 2.5.6.9 Upon five (5) days written notice, excluding Sundays and holidays, for nonpayment of a bill for service.
- 2.5.6.10 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due owing for services furnished during the time of or up to suspension or discontinuance.
- 2.5.6.11 Upon the Company's discontinuance of service to the Customer under section 21.5.6, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this tariff.

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SECTION 2: REGULATIONS(con't)**2.6 Allowances for Interruptions in Service**

When the use of service finished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of any equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service rendered useless and inoperative because of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines the release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified hereunder for Basic Access or Local Trunk Service and is dependant upon the length of the interruption. Only those services interrupted will receive credit.

2.6.2 Limitations on Allowances

No credit will be allowed for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or any person using the Company's services with the Customer's permission;
- 2.6.2.B interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.C interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.D interruptions during which the Customer continues to use the service on an impaired basis;
- 2.6.2.E interruptions during any period when the Customer has released service to the Company for maintenance or implementation of a Customer order for a change in service arrangements,
- 2.6.2.F interruption of service due to circumstances or causes beyond the Company's control.
- 2.6.2.G interruption due to the negligence of any person other than the Company including but not limited to the Customer or other common Company connected to the Company's facilities.

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SECTION 2: REGULATIONS(con't)

2.7 Cancellation of service

2.7.1 Cancellation of Application for Service

2.7.1.1 Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 Cancellation of service can be requested verbally or in writing. If requested orally then the customer will be required to have the request voice printed to document the request.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 2: REGULATIONS(con't)**2.7.2 Cancellation of Service by a Customer**

2.7.2. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.2, all costs, fees and expense incurred in connection:

- A. all Non-Recurring Charges expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges specified for the applicable service order tariff for the balance of then current item.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to (a) any subsidiary, parent Company or affiliate of the Company; (b) pursuant to any sale or transferor substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service will be mailed.
- 2.9.2 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Customer' shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

ISSUED: April 12, 2006**EFFECTIVE:** May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 2: REGULATIONS(con't)

2.9 Notices and Communications (cont)

2.9.2 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communication, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Marketing Practices

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction that is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance Company if they accept such solicitation.

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedure, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate to complete intrastate telecommunications traffic within the State of South Carolina.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 3: SERVICE DESCRIPTION**3. Service Description:****3.1 Timing of calls****3.1.1 When Billing Charges Begin and End for Usage Based Calls**

The Customer's usage charge is based on the actual usage of the Company's service. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone Company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The billing increments for each service is set forth in the individual product rate section.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest minute for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 3: SERVICE DESCRIPTION(con't)**3.2 Local Service Areas**

The Company will provide Local Exchange Service throughout the State of South Carolina. The Local calling service areas will coincide with those of the underlying ILEC, unless otherwise specified.

3.3 Residential Prepaid Local Exchange Service

The Company may require advance payment of the first month's service amount prior to connection. Payment of part of the installation charges may be required in advance as well. All these payments, when required will be applied to the first month's bill. Taxes and surcharges will be calculated on the first bill. Additional usage based charges will be post billed as applicable.

3.3.1 The Company's Local Residential Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the local area, as defined herein;
- Access basic 911 Emergency Service
- Access the interexchange Company selected by the Customer for interlata, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance for the local calling area;
- Place or receive calls to 800/888/877 telephone numbers;
- Access Telecommunication Relay Service.

3.3.2 The Company's service cannot be used or originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller paid information blocked by the Company.

3.3.3 Local Line provides the Customer with a single, voice-grade Communications channel. Each Local Line will include a telephone number.

3.3.4 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 3: SERVICE DESCRIPTION(con't)

3.4 Directory Listings

For each Customer of Exchange Access Service (s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory (ies) published by the dominant Local Exchange Company in the area. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.5 Directory Assistance

Customers and users of the Company's services (excluding Toll Free Services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA

To receive a credit, the Customer must notify the Company operator of Business Office of the problem experienced.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

SECTION 4: RATES**4.1 Residential Local Exchange Service****4.1.1 Monthly Residential Charges**

1 st Line:	\$29.99 per month	Maximum	\$80.00
2 nd Line:	\$29.99 per month	Maximum	\$80.00

- This monthly service charge includes unlimited local calling
- Taxes are not included
- \$20.00 installation charge will be assessed on all new connects Maximum \$60.00
- Additional features are available at an additional monthly charge.
- Should additional features be added to service after installation, a \$10.00 service charge will be incurred by the Customer in addition to the cost of the new feature. Maximum Charge \$30.00.

1. Current Pricing Unbundled

1. \$29.99 includes one hour of long distance
2. \$39.99 includes call waiting, caller ID and one hour of long distance
3. \$49.99 includes call waiting, caller ID and three hours of long distance

2. Current Bundled Pricing (where available)

1. \$39.99 includes
 1. Unlimited local and Regional Calling
 2. 1 hour of long distance
 3. 7-feature pack
 1. Caller ID
 2. Call Waiting
 3. Cal Waiting Caller ID
 4. Call Forwarding
 5. 3-way Calling
 6. Call Return
 7. Speed Dial 30
2. \$49.99 includes everything in the previous package plus unlimited long distance

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NationsLine South, Inc.
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SECTION 4: RATES(con't)

4.1.2	<u>Optional Features Offered</u>	<u>Monthly Charge</u>	
	➤ Caller ID (service only)	\$10.00 per line	Maximum \$20.00
	➤ Call Waiting/Caller ID	\$5.00 per line	Maximum \$10.00
	➤ 3 – Way Calling	\$5.00 per line	Maximum \$10.00
	➤ Call Forwarding	\$5.00 per line	Maximum \$10.00
	➤ Call Return	\$5.00 per line	Maximum \$10.00
	➤ Speed Dialing	\$5.00 per line	Maximum \$10.00
	Also available:		
	➤ Unlisted Number	\$5.00 per line	Maximum \$10.00
4.2	Returned Check Charge		
	Maximum Rate	\$30.00	
	Current	\$15.00 per check	
4.3	Reconnection Charge		
	Maximum Rate	\$50.00	
	Current	\$35.00 per occurrence	
4.4	Late Payment Charge		
	Maximum	\$15.00	
	Currently, a \$5.00 charge will be incurred by customers paying for prepaid service after the seven (7) day grace period allowed by the Company.		
4.5	Transfer of Service Fee		
	Maximum	\$ 60.00	
	Current rate	\$30.00	
4.6	Connection Charges		
	Maximum	\$60.00	
	Current	\$20.00	
4.7	Intrastate Network Fee		
	\$1.49	Maximum \$3.00	

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3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 4: RATES(con't)**4.8 Per Use Fees**

<input type="checkbox"/> 3-Way; Repeat Dialing; Call Return	\$0.75 per use	Maximum \$1.50
<input type="checkbox"/> Caller ID Blocking	no charge	
<input type="checkbox"/> Local Directory Assistance		
<input type="checkbox"/> Direct Dial (no allowance)	\$0.45	Maximum \$1.00
<input type="checkbox"/> Via Operator (no allowance)	\$1.50	Maximum \$3.00
<input type="checkbox"/> Call Completion	\$0.30	Maximum \$1.00
<input type="checkbox"/> National Directory Assistance	\$0.95	Maximum \$2.00
<input type="checkbox"/> Busy Line Verification	\$2.25	Maximum \$5.00
<input type="checkbox"/> Emergency Interruption	\$3.00	Maximum \$6.00

4.9 *Safe*Way*

\$4.00 per line per month Maximum \$8.00

4.10 Maintenance Visit Charge Applies when a technician is dispatched at the customer's requested and the problem is determined to be inside wiring.

- .1 Dispatch Charge \$85.00
- .2 Trouble Isolation \$95.00
- .3 Premise Work \$110.00 for the first hour or fraction thereof \$25.00 each additional 15 minutes

4.10 Missed Visit Charge – applies when a prearranged appointment is missed by the customer

\$95.00

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

SECTION 5 -- MISCELLANEOUS SERVICES AND RATES**5.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

5.2 Promotional Offerings

The Company may, from time to time, offer promotions that may be limited as to the duration, the date and times of the offerings and the location where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

5.3 Tele-a-friend Program

As an incentive for potential customers to join the NationsLine family NationsLine will provide a one-time credit equivalent to one month's basic local service to Customers who subscribe to NationsLine's residential service. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon provided through telemarketing or direct mail.

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (con't)**5.4 Safe*Way Protection Plan**

This Plan is offered to CCI customers and provides protection of the *Safe*Way* Plan. The Plan pays subscriber's primary local exchange service for three months in the event of illness, or loss of job through no fault of the subscriber's. In the event of a subscribing Customer's death, unpaid CCI phone bill balances are also waived. This service is provided at a monthly charge of \$4.00. Coverage is provided only under the terms and conditions of the *Safe*Way* Protection Plan as outlined below:

Involuntary Unemployment Coverage *Safe*Way* Protection Plan subscribers which are laid off, fired, or lose their full-time job through no fault of their own, and which work a minimum of thirty hours a week and qualify for state unemployment benefits, will have their primary* phone service covered for three months.

Accidental Disability Coverage *Safe*Way* Protection Plan subscribers which become disabled through an accident or illness, which are under a doctor's care and cannot work, will have their primary*phone service covered for three months.

Credit Life Benefit. In the event, of the death of a *Safe*Way* Protection Plan subscriber, the *Safe*Way* Protection Plan Will pay the remaining balance of that Customer's CCI phone bill.

Limitations: Pays for primary phone service only. Primary phone service includes only basic flat rate phone service. It does not include any taxes or fees applicable to that service. In areas where there is measured or message unit service, basic flat rate service will include only the minimum number of calls offered by CCI in its basic flat rate service package and any regional or long distance calls which may or may not be included in the minimum basic flat rate calling plan. No long distance calls and no special features such as call waiting, call forwarding, Caller ID, or any other optional features are included in the basic flat rate service provided under the *Safe*Way* Protection Plan.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

Section 6 - Business Services**6.1. Business Network Exchange Service****6.1.1. Unbundled Business Service**

The Company's Business Service is targeted at small business Customers and provides options based on the Customer's calling patterns and estimated usage. Customers who subscribe to this service must designate the Company as the presubscribed carrier for local calling concurrent with enrollment for this service. The Company's Unbundled Business Service provides Customers with the option of selecting the Company for toll services.

6.1.2. Local Access Line

Local Business Line	
Monthly Rate	\$49.99

Service Connection Fee,	
One-time charge per line	\$100.00

Local exchange service is billed in one (1) minute increments.

6.2.3.4 Rate Per Minute: \$0.020

6.2.3.5 Toll service calls include in state and state to state calling. All toll calls will be billed in sixty (60) second increments.

Toll Rates

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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Section 6 - Business Services

6.2.4 Features:

Subject to availability, the following features are provided at a cost of \$5.00 per month, per feature: Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing.

Caller ID is available at a cost of \$10.00 per month.

6.3 Termination of Domestic Usage

The "cost per minute" outlined in Section is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Company will apply a surcharge of \$0.04 per minute of use to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 20% of the customer's total domestic usage. For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Competitive Local Services

Section 6 - Business Services**6.4 Bundled Business Service**

Bundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Company as the presubscribed carrier for local calling concurrent with enrollment for this service. Bundled Business Service provides Customers with the option of selecting Company for toll services.

6.4.1 Bundled Package Price for Business Service

Primary Line, per month	\$59.99
Service Connection Fee, one-time charge per line	\$100.00

6.4.2 Bundled Business Service includes the following:**6.4.2.1 Toll service calls include in state and state to state calling. All toll calls will be billed in sixty (60) second increments.**

Toll Rates:

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

6.4.2.2 Local Service: A monthly allowance of 2000 free minutes of local calling. Local calls will be billed in sixty (60) second increments.**6.4.2.3 Local Minute Of Use Rates**

Local calls within 2000 minute allowance

Direct Dial Access	\$0.00
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Local calls above 2000 minute allowance

Direct Dial Access	\$0.039
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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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Section 6 - Business Services

6.4.3 Calling Features Package: Caller ID, Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing included at no charge. Calling Features are described in the residential service.

6.4.3.1 Line Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at a charge of \$10.00 per month.

6.5 Termination of Domestic Usage

The "cost per minute" outlined above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Company apply a surcharge of \$0.04 per minute of use to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 20% of the customer's total domestic usage. For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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Section 6 - Business Services**6.2. Toll Free Services**

6.2.1. Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Business Service Customers who migrate their long distance service to another carrier, but who retain the Company as the local service provider will keep Business Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. A Monthly Recurring Charge applies in addition to usage rates.

6.2.2. The Company will make every effort to reserve toll free (i.e., 800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

6.2.3. The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

6.2.4. Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

6.2.5. If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

6.2.6. Rates:

Rate per minute:	\$0.099
Monthly Recurring Charge, Per toll free access line:	\$20.00
Toll Free Service Installation:	\$20.00
Vanity Toll Free Number Search:	\$10.00

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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Section 6 - Business Services**6.6 Dedicated T1 Service**

6.6.1 Dedicated T1 Service includes the following:

6.6.1.1 Customer channelized high capacity (1.544 Mbps) circuit between Customer premises and its serving office for connection to services provided by Company for local exchange access for usage-sensitive local calling and toll calling. Each circuit supports up to 24 voice lines. The rates herein are for the portion of the service dedicated to voice applications;

6.6.1.2 Features: Caller ID-Number Only.

6.6.1.3 Voice channels will be provisioned with Line Hunting upon Customer request, at the rates specified below.

6.6.1.4 Rates and Charges

6.6.1.5 Monthly Recurring Charge: The T1 circuit is provided at a pass-through of costs to the Company by the underlying carrier.

6.6.1.6 Toll Service: Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in sixty (60) second increments.

6.6.1.7 Toll Rates

Intrastate Direct Dial Access	\$0.129
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Interstate Direct Dial Access	\$0.059
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6.6.1.8 Local Service: Local calls will be billed in sixty (60) second increments.

Direct Dial Access	\$0.039
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6.6.1.9 Line Hunting:

Line hunting will be provided on all T1 voice channels at a charge of \$100 per month, per circuit.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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Section 6 - Business Services**6.7 Rates**

Primary Service Connection Charge	\$100.00
Secondary Service Connection Charge	\$100.00
Transfer of Service Charge, Primary Line	\$50.00
Transfer of Service Charge, Secondary Line	\$50.00
Technician Dispatch Charge	\$200.00
Service Order Charge	\$10.00
Toll Free Directory Listing	\$10.00
Missed Appointment Charge	\$100.00
Change Order Service Charges	
Feature or Feature Pack Change Order	\$10.00
Toll Restriction Fee Order	\$10.00
Telephone Number Change Order	\$30.00
Long Distance Minutes Pack Change Order	\$10.00
Listing Change Charge	\$10.00
Record Change	N/A
Miscellaneous Charges	
Duplicate Invoice per page	\$5.00
Call Detail Report per page	\$5.00

6.8 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per voice channel \$50.00

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

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NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

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Section 6 - Business Services**6.9 Temporary Suspension/Restoration of Service**

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

Nonrecurring charge, per voice channel	\$50.00
Recurring charge, per voice channel	50% of regular service rates
Nonrecurring charge, per voice channel	\$50.00

6.10 Contract Service Arrangements

- 6.10.1 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.
- 6.10.2 Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Company. The charge will apply if additional lines are transferred to Company after the initial order.
- 6.10.3 Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Company.
- 6.10.4 The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

ISSUED: April 12, 2006

EFFECTIVE: May 15, 2006

ISSUED BY: Debra A. Waller, Paralegal
NationsLine South, Inc.
3435 Chip Drive, NE
Roanoke, Virginia 24012

Exhibit D

Biographies of Corporate Officers and Key Technical Staff

Biographies of Corporate Officers and Key Technical Staff

NationsLine is a recently incorporated company that intends to provide low cost residential phone service to a client base consisting of predominately credit challenged individuals. With the implementation of facilities based service NationsLine, hopes to provide a more valuable service to that customer and attract more mainstream customers as well.

President

Norman D. Mason is the President and CEO of NationsLine. Mr. Mason is a member of NALA. He has more than twenty years of experience in the lease-to-own business, maintaining thirty-two such stores in six states. This experience prepared him for the complex challenges of running a customer service driven telecommunications business. While the NationsLine remains headquartered in Virginia service is provided in many different states/districts. Mr. Mason's dedication to quality customer service has resulted in a well-trained staff using high quality technology to interface between NationsLine's customer base and the various companies whose services have been resold. After researching the pros and cons of facilities based, service Mr. Mason felt it was in the best interest of the customer and company growth to expand into this area.

Vice-President, Operations

Steve Fralin is the Vice President of Operations at NationsLine. Mr. Fralin is a graduate of Ferrum College with a BA in Business Management and Finance. Additionally, Mr. Fralin has over twelve years experience in networking, telephony, and software development industry. His experience in these areas has helped Mr. Fralin employ a highly skilled technical team that is able to handle the increasing demands of the telecommunications industry.

General Counsel/Secretary

Stephen Athanson is the General Counsel and Secretary of NationsLine. He graduated from Washington and Lee School of Law in 2000. He also holds an undergraduate degree from the State University of New York at Buffalo, and a Masters Degree from Niagara University. He has practiced law in the State of Virginia for four years, and has practiced telecommunications law since 2003. He is responsible for the overall regulatory compliance of NationsLine, as well as all licensing issues, and the negotiation of interconnection agreements with other carriers.

General Manager

Jennifer W. Lowman will manage the day-to-day operations of the call center. She is a graduate of North Carolina State University with a BA in Communications. Ms. Lowman is also a member of Who's Who of Professional Management. Ms. Lowman has an efficient staff of managers that report directly to her. She ensures that employees receive adequate training and monitors performance to find areas where additional training may be needed. She will oversee the updates of materials necessary for sales and the processing of orders. Ms. Lowman keeps her staff updated on any change of rules and regulations enabling the customer service representatives to provide quality service to the NationsLine customer.

Regulatory Assistant

Debra Waller will deal directly with state regulatory agencies. Ms. Waller is a graduate of the University of South Carolina and has a paralegal degree. Her previous legal experience is utilized to maintain compliance with state rules and regulations. Ms. Waller will file state mandated reports, update tariffs and tariffs promotions. She will also addresses the formal complaints filed by customers.

Accounting

Sandra Houseman will heads NationsLine's accounting department. Ms. Houseman has a BA in Accounting from James Madison University. She has over 16 years of financial and managerial experience. She oversees a staff well trained in telecommunications reporting and taxes.

Information Technology Manager

Steve Wilhelm has an Applied Science, Management Informations Systems degree and is responsible for providing essential systems solutions for NationsLine's data and information needs. Mr. Wilhelm and his staff design and develop applications unique to this industry to enable customer account tracking, provisioning interfaces with ILECs and external payment centers as well as bill reconciliation of customer accounts and ILEC accounts. The goal of his department is to complement the efforts of the operational staff by streamlining and automating day-to-day tasks. Mr. Wilhelm provides guidance and direction so NationsLine can stay on the leading edge of telecommunications systems technology.

Systems Administrator

Matt Campbell is Director of Networking at Nationsline. Mr. Campbell has over 8 years experience working with computer and telephony networks. Matt is in charge of the day-to-day operations of Nationsline's network systems and staff; this includes but is not limited to Microsoft and RedHat server platforms, Cisco equipment, Class V switching, DLC equipment, design engineering, et. al. Mr. Campbell has received certification for Tekelec T-7000 Class V switches and Microsoft certifications.

Telephony Administrator

Laura Parr is the Telephony Administrator at NationsLine. Mrs. Parr is in charge of numerous administrative tasks, including but not limited to establishing and maintaining relationships with companies such as NeuStar, NPAC, and NANPA. She maintains NationsLine's BIRDS and LERG information as well as pooling forecasts, NRUF forecasts, LRN requests and others. In addition to her Associates Accounting Degree from NBC, Mrs. Parr has participated in SNET's LIDB/CNAM class, various ILEC classes, and has received LTI training from the NPAC.

Telephony Engineer

Bill Curry is a graduate of Virginia Polytechnic Institute with a major in Management Science and Information Technology with an emphasis in computer based decision support systems. Mr. Curry has experience with E911 and SS7 connectivity and processing. Additionally, he has experience with end-office and Class V switch wiring. Recently Mr. Curry has acquired Tekelec T-7000 class V switch and Lucent AnyMedia Access System certifications.

Exhibit E

Financial Statements Filed Under Seal